

MAR 3 1975

EDWIN STAMERSLEY

REAL PROPERTY AGREEMENT

Vol 1015 No. 194

In consideration of loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and however for or on account of that certain real property situated in the County of Greenville State of South Carolina, described as follows:

All of that lot of land in the County of Greenville, State of South Carolina, near Greenville, S C, known as Lot No. 112 on plat of Paramount Park recorded in the R.M.C. Office for Greenville County in Plat Book W, at page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Crosby Circle at the corner of Lot No. 111, which iron pin is situate 1,086.5 feet east of the intersection of Mayo Drive, and running thence N 26-00 W 230.1 feet to an iron pin; thence along the creek as the line, the traverse of which is N 41-30 E 104.5 feet to an iron pin; thence S 6-31 E 305.7 feet to an iron pin on the northern side of said circle; thence with said circle, S 69-10 W 51.3 feet to the point of beginning and being the same conveyed to me in Deed Book 735, at page 571, and subject to restrictions and easements of record including restrictions in Deed Book 404, page 479, and the easement to Gantt Sewer in Deed Book 909, page 339.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and however for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Lawson Hayes, Jr. Joe L. Jones

Witness Caroline Wrigley Dessie Mae Jones

Dated at: Laurens Rd. 2-25-75

State of South Carolina  
County of Greenville

Personally appeared before me Lawson Hayes, Jr. who, after being duly sworn, says that he saw the within named Joe L. Jones and Dessie Mae Jones sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Caroline Wrigley witnesses the execution thereof

Subscribed and sworn to before me this 25th day of February, 1975 Lawson Hayes, Jr. (Witness sign here)

Bess Anderson  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
11-5-83

RECORDED MAR 3 '75 At 3:15 P.M. 20249

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